



2881
PATENT

Attorney Docket No. A-71409/RMA/JML
Dorsey File No. 463881-7

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

STEPANOV, et al.

Serial No.: 10/088,592

Filing Date: June 27, 2002

For: *A Grating Design*

Examiner: Not Assigned

Art Unit: 2881

CERTIFICATE OF MAILING

I hereby certify that this correspondence, including listed enclosures, is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to: Assistant Commissioner for Patents, Washington, DC 20231 on:

Dated: 12/9/2002

Signed: *Jane Vallbo*

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TRANSMITTAL OF POWER OF ATTORNEY BY ASSIGNEE

Assistant Commissioner for Patents
Washington, DC 20231

Sir:

Enclosed for filing in the above-identified patent application is a Power of Attorney by Assignee.

Although Applicant does not believe any fees are due, the Assistant Commissioner is authorized to charge any such fees, including any extension fees, or credit any overpayment to Deposit Account No. 50-2319 (Our File No. A-71409/RNA/JML [463881-7]).

Respectfully submitted,

DORSEY & WHITNEY LLP

Dated: 12/9/02

Dorsey & Whitney LLP
Intellectual Property Department
Four Embarcadero Center, Suite 3400
San Francisco, CA 94111-4187
Telephone: (415) 781-1989
Facsimile: (415) 398-3249

Jennifer M. Lane
Jennifer M. Lane, Reg. No. 51,916 for
R. Michael Ananian, Reg. No. 35,050
Filed under 37 C.F.R. § 1.34(a)
Customer Number: 32940



CRC 32-05

A-71409/RMA/JML

POWER OF ATTORNEY BY ASSIGNEE

The undersigned assignee of the entire interest for letters patent with assigned patent application serial number 10/088,592 entitled "*A GRATING DESIGN*" and having the named inventors: Dmitrii Yu STEPANOV and Mark SCEATS, hereby appoints, both jointly and severally, R. Michael ANANIAN, Registration No. 35,350, and the DORSEY & WHITNEY LLP attorneys and agents associated with Customer Number 32940 as its attorneys with full power of substitution and revocation, to prosecute this application and to transact all business in the Patent and Trademark Office connected herewith, said appointment to be to the exclusion of the inventor(s) and his (their) attorney(s) in accordance with the provisions of 37 C.F.R. 3.71; provided that if any one of said attorneys ceases being affiliated with the law firm of DORSEY & WHITNEY LLP as partner, employee or of counsel, such attorney's appointment as attorney and all powers derived there from shall terminate on the date such attorney ceases being so affiliated.

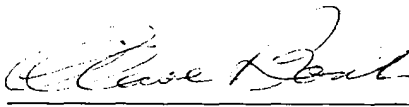
In accordance with 37 C.F.R. 3.73, the assignee hereby certifies that the evidentiary documents with respect to its ownership have been reviewed and that, to the best of assignee's knowledge and belief, the assignee is the owner of the entire right, title and interest in the patent application identified above by virtue of an assignment from the inventors of the patent application identified above, a copy of which is attached hereto. The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

Direct all telephone calls to R. MICHAEL ANANIAN at (650) 494-8700.

Address all correspondence to:

DORSEY & WHITNEY LLP
Suite 3400, Four Embarcadero Center
San Francisco, California 94111-4187

Date: 5, 11., 2002

Signature: 

By:

Claire Baxter

(typed name)

Title:

Director, Business Liaison Office

Assignee:

The University of Sydney

Address:

New South Wales, 2006

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SEPTEMBER 26, 2002

DORSEY & WHITNEY LLP
R. MICHAEL ANANIAN
FOOR EMBARCADERO CENTER
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Under Secretary of Commerce For Intellectual Property and
Director of the United States Patent and Trademark Office
Washington, DC 20231
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102173092A

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THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 06/27/2002

REEL/FRAME: 013124/0667
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
STEPANOV, DMITRII YU

DOC DATE: 04/02/2002

ASSIGNOR:
SCEATS, MARK

DOC DATE: 04/02/2002

ASSIGNEE:
SYDNEY, THE UNIVERSITY OF
JOHN WOOLEY BUILDING A20
BUSINESS LIAISON OFFICE
SYDNEY, NEW SOUTH WALES,
AUSTRALIA
2006

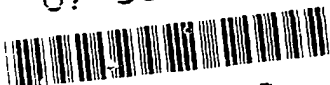
SERIAL NUMBER: 10088592
PATENT NUMBER:

FILING DATE: 06/27/2002
ISSUE DATE:

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FORM COVER SHEET

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102173092

Patents and Trademarks. Please record the attached documents or copy thereof.

1. Name of conveying party(ies):

6-27-02

Dmitrii Yu STEPANOV and Mark SCEATS

Additional name(s) of conveying party(ies) attached?

[] Yes

[X] No

3. Nature of Conveyance:

[X] Assignment [] Merger
[] Security Agreement [] Change of Name
[] Other

Execution Date: 2 April 2002

2. Name and address of receiving party(ies):

Name: The University of Sydney

Internal Address: Business Liaison Office

Street Address: John Woolley Building A20

City: Sydney

State: New South Wales Postal Code: 2006

Country: AUSTRALIA

Additional name(s) & address(es) attached?

[] Yes

[X] No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

10/088.592 (PCT/AU00/01151)

Additional numbers attached? [] Yes

[X] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: R. Michael Ananian

Internal Address: DORSEY & WHITNEY LLP

Street Address: Four Embarcadero Center - Suite 3400

City: San Francisco

State: California Zip: 94111-4187

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR § 3.41):...\$ 40.00

[X] Enclosed

[] Authorized to be charged to deposit account

8. Deposit account number: 06-1300

Please debit any underpayment or credit any overpayment to the above deposit account.

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

R. Michael ANANIAN

Name of Person Signing

R. Michael Ananian

Signature

21 June 2002

Date

Total number of pages including cover sheet, attachments and document: [3]

OMB No. 0651-0011 (exp. 4/94)

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(C/M No. 463881-00007)

07/02/2002 GFREY1 00000144 10088592

01 FC:581

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DEC 18 2002
TECHNOLOGY CENTER 2800
Rev. 8/93 (398:1)
SF-1085665v1

ASSIGNMENT

WHEREAS, the undersigned,

(1) Dmitrii Yu STEPANOV, (2) Mark SCEATS,

(hereinafter termed "Inventors"), residents of

(1) Croydon Park, (2) Pymont,

respectively, in the States of

(1) New South Wales, (2) New South Wales,

respectively, have invented certain new and useful improvements in

A GRATING DESIGN

(Accompanying application)

☐ and have executed concurrently herewith an application for a United States patent disclosing and identifying the invention;

☒ for which an international patent application was filed on 21 September 2000, having Application Number PCT/AU00/01151.

(Not accompanying application)

☐ for which an application for a United States Patent was filed on _____, having Application Number ____/____.

and

WHEREAS,

THE UNIVERSITY OF SYDNEY, an educational institution incorporated in the State of New South Wales, Australia, having a place of business at Business Liaison Office, John Woolley Building A20, The University of Sydney, New South Wales 2006, Australia (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

I. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each

and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee this

(1) 2nd day of April, 2002.

(2) 2 day of April, 2002.

respectively.

Signature of Inventor (1):

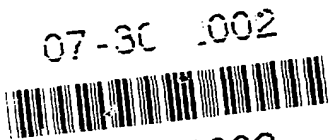


Dmitrii Yu STEPANOV

Signature of Inventor (2):



Mark SCEATS



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Patent and Trademark Office

To the Honorable

102173092

Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

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Dmitrii Yu STEPANOV and Mark SCEATS

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10/088.592 (PCT/AU00/01151)

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Street Address: Four Embarcadero Center - Suite 3400

City: San Francisco

State: California Zip: 94111-4187

6. Total number of applications and patents involved:

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[X] Enclosed

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(Attach duplicate of this page if paying by deposit account)

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R. Michael ANANIAN

Name of Person Signing

R. Michael Ananian

Signature

21 June 2002

Date

Total number of pages including cover sheet, attachments and document: [3]

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File No. A-71409/RMA/JML

Rev. 8/93 (39811)
SF-1085665v1

(C/M No. 463881-00007)

07/02/2002 GFREY1 00000144 10088592

01 FC:581

40.00 OP

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(Accompanying application)

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(Not accompanying application)

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and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

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(2) 2 day of April, 2002,

respectively.

Signature of Inventor (1):


Dmitrii Yu STEPANOV

Signature of Inventor (2):


Mark SCEATS